

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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General Refractories Company,

Hon.

Plaintiff,

Civil Action No. 04CV3509

v.

First State Insurance Co., i/c/o Hartford  
Accident & Indemnity Co., Westport Insurance  
Corporation f/k/a or successor to Puritan  
Insurance Company, Lexington Insurance  
Company, Centennial Insurance Company,  
Granite State Insurance Company, Potomac  
Insurance Co. of Illinois, Hartford Accident  
and Indemnity Co., Government Employees  
Insurance Co., Republic Insurance Company,  
Sentry Insurance Company, f/k/a or successor  
to Vanliner Insurance Company and f/k/a or  
successor to Great SW Fire Insurance CO.,  
American International Ins. Co., AIU  
Insurance Company, Harbor Insurance  
Company, St. Paul Travelers f/k/a or successor  
to Aetna Casualty & Surety Company,  
American Empire Insurance Co., and ACE  
USA,

Defendants.

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**ANSWER TO COMPLAINT, SEPARATE DEFENSES, CROSSCLAIM  
AND JURY DEMAND OF DEFENDANT, CENTENNIAL INSURANCE COMPANY**

Defendant, Centennial Insurance Company ("Centennial"), by its undersigned counsel  
and as its Answer to the Complaint, alleges and says:

**AS TO THE NATURE OF ACTION**

1. Centennial denies the allegations of paragraph 1 as it lacks knowledge or  
information sufficient to form a belief as to the truth thereof.

**AS TO THE PARTIES**

2. Centennial denies the allegations of paragraph 2 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

3. Centennial denies the allegations of paragraph 3 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

4. Centennial denies the allegations of paragraph 4 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

5. Centennial denies the allegations of paragraph 5 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

6. Centennial admits the allegations of paragraph 6.

7. Centennial denies the allegations of paragraph 7 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

8. Centennial denies the allegations of paragraph 8 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

9. Centennial denies the allegations of paragraph 9 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

10. Centennial denies the allegations of paragraph 10 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

11. Centennial denies the allegations of paragraph 11 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

12. Centennial denies the allegations of paragraph 12 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

13. Centennial denies the allegations of paragraph 13 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

14. Centennial denies the allegations of paragraph 14 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

15. Centennial denies the allegations of paragraph 15 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

16. Centennial denies the allegations of paragraph 16 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

17. Centennial denies the allegations of paragraph 17 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

18. Centennial denies the allegations of paragraph 18 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

19. Centennial denies the allegations of paragraph 19 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

**AS TO JURISDICTION AND VENUE**

20. Centennial denies the allegations of paragraph 20 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

21. Centennial denies the allegations of paragraph 21 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

**AS TO THE FACTUAL BACKGROUND**

22. Centennial denies the allegations of paragraph 22 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

23. Centennial denies the allegations of paragraph 23 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

24. Centennial denies the allegations of paragraph 24 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

25. Centennial denies the allegations of paragraph 25 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

26. Centennial admits so much of the allegations of paragraph 26 as allege that plaintiff purchased two policies of insurance from Centennial bearing, respectively, policy numbers 462-018899 and 462-019610, and states that the terms, conditions, exclusions, limits of liability, and policy period of said policies speak for themselves. Centennial denies the balance of the allegations of said paragraph.

27. Centennial admits so much of the allegations of paragraph 27 as allege that plaintiff purchased two policies of insurance from Centennial bearing, respectively, policy numbers 462-018899 and 462-019610, and states that the terms, conditions, exclusions, limits of liability, and policy period of said policies speak for themselves. Centennial denies the balance of the allegations of said paragraph.

28. Centennial denies the allegations of paragraph 28 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

29. Centennial denies so much of the allegations of paragraph 29 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

30. Centennial denies so much of the allegations of paragraph 30 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

31. Centennial denies so much of the allegations of paragraph 31 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

32. Centennial denies the allegations of paragraph 32 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

33. Centennial denies the allegations of paragraph 33 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

34. Centennial admits so much of the allegations of paragraph 34 as allege that plaintiff contacted Centennial in 2002 to demand insurance coverage from Centennial for the underlying actions under the policies issued by Centennial and also admits that the Centennial policies exclude coverage for the underlying actions. Centennial denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

35. Centennial admits so much of the allegations of paragraph 35 as allege that Centennial has advised plaintiff that Centennial has no duty to defend, pay for the defense of, indemnify, or pay on behalf of plaintiff in the underlying actions under the terms of the Centennial policies, and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

36. Centennial denies the allegations of paragraph 36 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

37. Centennial denies the allegations of paragraph 37 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

38. Centennial denies so much of the allegations of paragraph 38 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

39. Centennial denies so much of the allegations of paragraph 39 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

40. Centennial denies so much of the allegations of paragraph 40 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

41. Centennial denies so much of the allegations of paragraph 41 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

42. Centennial denies so much of the allegations of paragraph 42 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

43. Centennial denies so much of the allegations of paragraph 43 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

44. Centennial denies so much of the allegations of paragraph 44 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

45. Centennial denies the allegations of paragraph 45 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

46. Centennial denies the allegations of paragraph 46 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

47. Centennial denies the allegations of paragraph 47 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

48. Centennial denies the allegations of paragraph 48 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

49. Centennial denies so much of the allegations of paragraph 49 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

50. Centennial denies so much of the allegations of paragraph 50 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

51. Centennial denies the allegations of paragraph 51 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

52. Centennial denies the allegations of paragraph 52 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

53. Centennial denies the allegations of paragraph 53 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

54. Centennial denies the allegations of paragraph 54 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

55. Centennial denies the allegations of paragraph 55 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

56. Centennial denies so much of the allegations of paragraph 56 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

57. Centennial denies so much of the allegations of paragraph 57 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

58. Centennial denies so much of the allegations of paragraph 58 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

**AS TO COUNT I**

59. Centennial repeats and realleges its responses to all prior paragraphs in response to the allegations of paragraph 59.

60. Centennial denies so much of the allegations of paragraph 60 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

61. Centennial denies so much of the allegations of paragraph 61 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

62. Centennial denies so much of the allegations of paragraph 62 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.



63. Centennial denies so much of the allegations of paragraph 63 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

64. Centennial denies so much of the allegations of paragraph 64 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

65. Centennial denies so much of the allegations of paragraph 65 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

66. Centennial denies the allegations of paragraph 66 as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

**AS TO COUNT II**

67. Centennial repeats and realleges its responses to all prior paragraphs in response to the allegations of paragraph 67.

68. Centennial denies so much of the allegations of paragraph 68 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

69. Centennial denies so much of the allegations of paragraph 69 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

70. Centennial denies so much of the allegations of paragraph 70 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

71. Centennial denies so much of the allegations of paragraph 71 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

72. Centennial denies so much of the allegations of paragraph 72 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

73. Centennial denies so much of the allegations of paragraph 73 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

74. Centennial denies so much of the allegations of paragraph 74 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

75. Centennial denies so much of the allegations of paragraph 75 as are directed against it and denies the balance of the allegations of said paragraph as it lacks knowledge or information sufficient to form a belief as to the truth thereof.

#### **FIRST SEPARATE DEFENSE**

The Complaint fails to state a claim against Centennial on which relief can be granted.

#### **SECOND SEPARATE DEFENSE**

The causes of action alleged in the Complaint are barred as to Centennial by the doctrine of estoppel.

#### **THIRD SEPARATE DEFENSE**

The causes of action alleged in the Complaint are barred as to Centennial by the doctrine of waiver.

#### **FOURTH SEPARATE DEFENSE**

The causes of action alleged in the Complaint are barred as to Centennial by the doctrine of laches.

#### **FIFTH SEPARATE DEFENSE**

Centennial has no duty to defend or indemnify plaintiff for the claims made against it in the underlying actions under the terms of the Centennial policies because said claims come within the scope of the exclusion in the Centennial policies for asbestosis or any similar condition caused by asbestos.

#### **SIXTH SEPARATE DEFENSE**

To the extent Centennial has any duty to indemnify plaintiff for the claims made in the underlying actions, which Centennial denies, Centennial's obligation is limited to an obligation to indemnify only for "bodily injury" within the meaning of that term in the Centennial policies.

#### **SEVENTH SEPARATE DEFENSE**

To the extent that Centennial has any duty to indemnify plaintiff for the claims made in the underlying actions, which Centennial denies, Centennial's obligation is limited to an obligation to indemnify only for "ultimate net loss" within the meaning of that term in the Centennial policies.

#### **EIGHTH SEPARATE DEFENSE**

To the extent Centennial has any duty to indemnify plaintiff for the claims made in the underlying actions, which Centennial denies, Centennial's obligation is limited to an obligation to indemnify only for "bodily injury" within the meaning of that term in the Centennial policies that occurs within the period of a Centennial policy.

**NINTH SEPARATE DEFENSE**

To the extent that Centennial has a duty to defend, pay for the defense of, indemnify, or pay on behalf of plaintiff in the underlying actions, which Centennial denies, its obligation is governed in all respects by the other insurance clauses appearing in the Centennial policies and any other policies issued to plaintiff.

**TENTH SEPARATE DEFENSE**

To the extent that Centennial has any duty to indemnify plaintiff in the underlying actions, which Centennial denies, Centennial's obligation is limited to a duty to indemnify for damages for "bodily injury" caused by an "occurrence" within the meaning of that term in the Centennial policies.

**ELEVENTH SEPARATE DEFENSE**

To the extent that Centennial has any duty to defend or indemnify plaintiff in the underlying actions, which Centennial denies, Centennial's obligations do not arise unless and until all applicable underlying insurance to the Centennial policies, which are excess policies, have been exhausted by the payment of settlements or judgments.

**TWELFTH SEPARATE DEFENSE**

All or part of the sums for which plaintiff seeks indemnification may be precluded by the applicable provisions, terms, definitions, conditions, limitations and exclusions of the Centennial policies and/or public policy or express provision of law.

**THIRTEENTH SEPARATE DEFENSE**

On information and belief, plaintiff has failed to comply with conditions precedent and subsequent necessary to the existence of insurance coverage for plaintiff under the Centennial policies.

**FOURTEENTH SEPARATE DEFENSE**

To the extent that Centennial has any duty to indemnify plaintiff, which Centennial denies, the obligation is limited to an obligation to indemnify for damages for “bodily injury” that was neither expected nor intended by plaintiff.

**FIFTEENTH SEPARATE DEFENSE**

Centennial’s excess policies follow the form of underlying insurance and Centennial incorporates by reference all pertinent terms, conditions, exclusions and other provisions of the underlying policies as if set forth at length herein.

**SIXTEENTH SEPARATE DEFENSE**

Centennial reserves the right to argue for the application of law other than the law of the State of Pennsylvania to the claims of plaintiff under the Centennial policies.

WHEREFORE, Centennial demands judgment in its favor, dismissing the Complaint, with prejudice, together with all such other relief as the Court deems just and proper.

**CROSSCLAIM**

Centennial, as and for its Crossclaim against all other defendants, alleges and says:

1. Centennial denies, and continues to deny, that it has any duty to indemnify plaintiff, but presuming it has such a duty, Centennial denies that it can be required to contribute to defense or indemnity costs incurred in connection with claims for “bodily injury” that did not happen in the period of a Centennial policy.

2. To the extent, however, that plaintiff is successful in asserting that Centennial is obligated to pay for defense or indemnity costs that have been incurred for “bodily injury” that did not happen within the period of the Centennial policies, Centennial is entitled to recover from

other insurers of plaintiff those costs that relate to and are allocable to “bodily injury” that happened in periods other than the periods of the Centennial policies.

3. If Centennial is required to pay defense or indemnity costs incurred by plaintiff in connection with claims for “bodily injury” that did not happen in the period of the Centennial policies, Centennial has the right to recover such costs from insurers of plaintiff whose policies were in force in the policy periods said “bodily injury” did occur.

WHEREFORE, Centennial demands judgment from the defendants declaring that the defendants are obligated to reimburse Centennial for any and all defense or indemnity costs imposed on Centennial that do not relate to “bodily injury” that happen within the period of the Centennial policies or are otherwise properly allocable to other policy periods, together with all such other relief as the Court deems just and proper.

**DEMAND FOR TRIAL BY JURY**

Centennial hereby demands a trial by jury of all issues.

By: \_\_\_\_\_  
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DATED: September , 2004.

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